G. R. S. IX-5]

Previous references.

File No. 1 of 1852

Serial Nos.

19152
1852.
(Mysore)

Later references.

GENERAL AND REVENUE SECRETARIAT.

Serial Nos.

Part B for

SUBJECT.

Alienation of Jodi Lands granted to the Temples

Indexed

W D 88—GPB—50,000—24-7-16

Memorandum

The Superintendent of Navigation and the Deputy both agree in considering that the land should be Sold on Lease for the performance of Services as Wharfage, Moorings and Storage inalienable, but they differ as to whether such land can be legally mortgaged. The whole point of the case turns on this. For my own part I am inclined to see with the Superintendent, and to consider that the Commissioners Letter was issued under a false conception of the nature of the tenure. On the other hand how can the Legislature be permitted to give away as in the present instance what it is not permitted to mortgage? Was not the mortgage bond itself a deed of gift - not for it is true, such traditional? ~~I do not think~~ My view is that the Commissioners Letter wrong in not providing that the Mortgagee should necessarily be a person capable of himself performing the duty of Pilotage? Otherwise might not all the remuneration & these offices fall into the hands of money lenders - in no degree interested in the decent and proper performance of the duties, but merely bent on finding out the man that would do it at the

cheapest terms —

The case is surrounded by diffi
culties on the whole the best plan would
decide that the gift to Nunnaujak was
the proper one previously been conditionally
on Nisbaldun Nunnow — and / as I
the Nisbaldun is not himself capable of
the duties / that he be required to produce
person, in every respect eligible & to
be with 6 months
produce one absolutely both the land and

As Nunnaujak has to a certain
degree by the Circar I would propose
Punchayet should determine what
the produce of the land, during the time he
performed the duties, should be a fair sum
for his labors —

Mundyghaut
21st June 1855.

Notification

As it appears from Certain Complaints received at the Commissioners Office that lands allotted by the Circar for the maintenance of Dawnstans &c have been mortgaged by their Poojaries or Archucks, it is hereby directed that all such lands being inalienable from the Dawnstans to which they have been allotted, the mortgagers shall make arrangements with the mortgagees, and redeem the lands within one year from

the date hereof
of which the Inc
shall be pos
session of
performing
through their t
the Poojah of
the
Daunstans;
where such a
may be found
been made wi
time limited
shall escheat
and be disposed
deem proper.

/Signed/

/Signed/

The Canarese translation of this Notification is herein Enclosed, and orders may be given for two hundred Copies to be printed in the Fo Press in the usual form.

/Signed/ C. Kistnam

14th December 1852

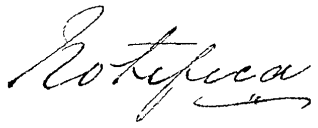
/A true Copy/

C

Promulgated in Tdy

1853

C



[illegible] the entire Mortgage and
[illegible] thereon -

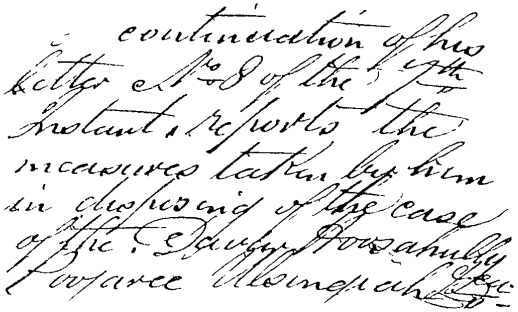
2 Subsequent perfected share
[illegible] appear upon his Riemann
[illegible]. Shew the same to be
true and copy any order on the
subject dated 16th April 1951, and
which varied the Mortgage
[illegible] has not been satisfied -
1, the Mayors of Stretford were
[illegible] concerned.

Shew the same to Solic-
itor

Yours obediently Sherwood & Co

J. Stevens

Assistant Solicitor
Bridgeland Division



Mysore Commissr's Office

No 23

May 20/1853

To the Superintendent of Bangalore.

Sir,

I have the honor by the Commissioner's desire to acknowledge the receipt of your letter No 8 of the 7th Ultimo, on the subject of the Memorandum from this office No 216 of the 23d July last.

In reply I am directed to inform you that on a reconsideration of the Case in all its bearings the Commissioner sees cause to the conclusion that the Notification issued from this office in February 1853 was expressed in much too stringent language than it ought to have been. Inasmuch as the Courts set aside for the maintenance of Poojaris are undoubtedly religious endowments, and as such inalienable in the strictest sense of the word.

In the present instance however as the right of the Mortgagee has to a certain extent

8 of 2d & 7th Wills &c. on the
subject of the Poor Laws
of the Poor are alluded to
in enquiries directed
instructions hereon